

AMERICAN CONSULAR BULLETIN



15c. A Copy

MAY-1919

\$1.50 A Year



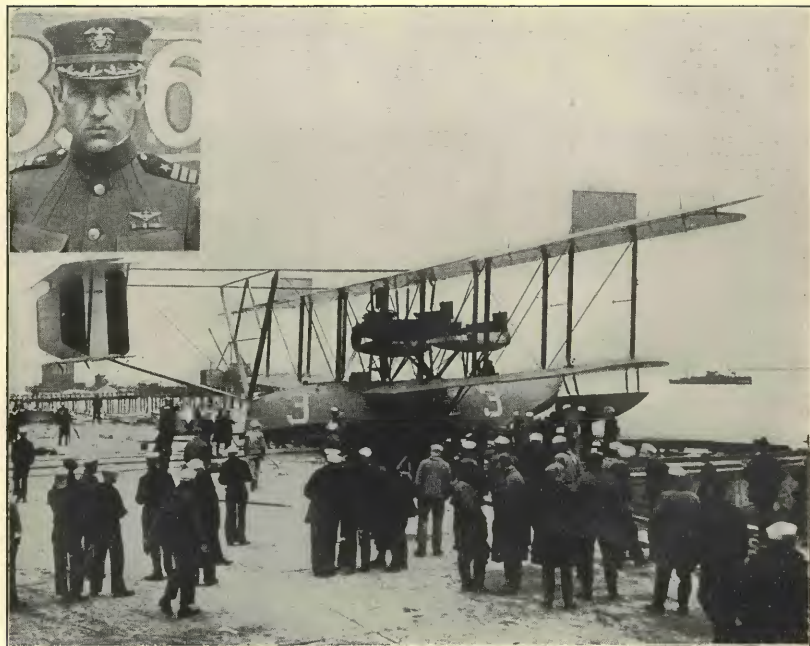
AMERICAN CONSULAR BULLETIN

PUBLISHED MONTHLY WITH THE COOPERATION OF THE AMERICAN CONSULAR ASSOCIATION
TO FURTHER AMERICAN BUSINESS INTERESTS IN FOREIGN LANDS THROUGH THE CONSULAR SERVICE.

VOL. 1

MAY 1919.

NO. 3



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COMMANDER JOHN H. TOWERS AND THE UNITED STATES NAVY'S SEAPLANE No. 3.

The NC-3 is the flagship of the three Navy planes that attempted the flight to England via the Azores and Lisbon. After landing on the water, 60 miles southwest of Pico, the NC-3 taxied under its own power into Ponta Delgada, Azores, its objective.

EDITOR AND PUBLISHER, J. W. YOUNG - 141-145 WEST 36th ST., NEW YORK, N. Y.

AMERICAN CONSULAR ASSOCIATION NEWS

IMPRESSIONS OF THE SIXTH NATIONAL FOREIGN TRADE CONVENTION

The Sixth National Foreign Trade Convention held at Chicago from April 24-26, 1919, was the largest of the annual assemblies thus far promoted by the National Foreign Trade Council. The number of delegates will probably range close to fifteen hundred. These conventions constitute wonderfully effective clearing houses for ideas connected with foreign commerce; and have a strong educative force in directing public attention to the importance of foreign trade. The personal acquaintance-ship which they promote are also valuable.

Although the leading addresses were delivered by men who are probably the foremost authorities on their respective subjects, there seemed to be an unfortunate lack of definiteness and conclusiveness as to policies and active measures immediately desirable. Probably this is a wholesome indication that the alleged American tendency toward overpositiveness is being outgrown by our men of affairs.

Instead of reviewing each address it seems best to mention a few of the general tendencies which appear recurrently throughout them all or throughout a number of them.

GOVERNMENT OWNERSHIP

Government ownership in all its forms was repeatedly anathematized by the speakers. Mr. Hurley, with apparent adroitness, utilized this general prejudice in apologizing for such short-comings as might be ascribed to the Shipping Board, by protesting that the American business public does not expect the Government to shoulder commercial problems and difficulties.

MERCHANT MARINE

There was entire unanimity of desire that America maintain a large merchant marine, not as an end in itself but as the decisive factor in the ultimate success of American commerce. The rather violent criticism against the methods of the Shipping Board and Emergency Fleet Corporation seemed to be negative rather than constructive. The LaFollette law escaped with comparatively

mild protests. It seemed to be the general view that the excessive cost of production should be written off by the Government in selling ships to private American owners; and proposals that taxes on steamship profits be lightened and that preferential tariff treatment be accorded to imports in American bottoms were well received. The President of the Newport News Dry-Dock and Shipbuilding Company maintained vigorously that the so-called fabrication and reduplication in large quantities of ships was impracticable; but President Farrell of the United States Steel Corporation seemed confident that ship-construction does not differ essentially from other manufacturing processes, and that American ship yards can do a successful permanent business in building vessels for sale to foreign operators. Mr. Farrell's address came very near to being at the same time a rational and an optimistic view of the future of the merchant marine.

THE WEBB ACT

The defenders of the Webb Act on the whole scored a forensic success as against its critics; but it was noteworthy that the latter after all comprised the representatives of the class of exporting manufacturers which counts most. Perhaps a fair middle ground was occupied by Mr. James W. Hook, President of the Allied Machinery Company, who referred to the Act as "a step in the right direction." John Walsh, late General Counsel for the Federal Trade Commission emphasized very effectively that violations of the Webb Act are not visited on first occurrence with penalization, but are merely called to the attention of the violators by the Federal Trade Commission with constructive suggestions as to how the ends for which they are designed might be legally compassed. On the whole it seems probable that emendatory legislation, not only of the Webb Act but of the Federal Trade Commission Act, will presently be advocated by the National Foreign Trade Council. The spirit in which the Federal Trade Commission Act has been administered was attacked repeatedly and with apparently sincere conviction. (13)

IMPRESSIONS OF THE SIXTH NATIONAL TRADE CONVENTION—Continued

COMMERCIAL CONSIDERATENESS TOWARD WAR-WASTED EUROPE

There was gratifyingly general recognition of the commercial and industrial prostration which the war has brought to the allied countries in Europe. The condition of France was set forth appealingly and effectively by Consul Tracy Lay, of Paris, in a formal address at the first general session of the convention. It was also treated very earnestly by Mr. Morris Coster of the Westinghouse Company and by a representative of the French High Commission, and both of these gentlemen were sympathetically received by the convention. Altogether it seems fair to hope that American business men will honestly seek to avoid exploiting the war-induced necessities of Europe, however little they may have relished certain phrases of the Secretary of Commerce in this connection.

FINANCIAL FACTORS

The importance of inducing permanent American investments in foreign securities was several times mentioned, but did not receive the emphasis which it may be thought to warrant. The unpegging of foreign exchanges, while it has of course checked American exports, was recognized as having served to dissipate confusion and misunderstanding on the part of American business men with regard to the possibility for our foreign trade in the immediate future. The tendency of European neutrals to buy from the European countries which are debtors to them will also check American exports. The revival of German credit more rapidly than has been popularly anticipated was foreseen by Mr. Fred I. Kent of the Bankers' Trust Company. The establishment of American branch factories and American engineering enterprises abroad was suggested as in the highest degree desirable. The increasing use of acceptance was reported, but the need for legislation to facilitate the operation of the private acceptance banks which are in the process of formation seemed to be generally conceded. An impressive resume of the progress made by the National City Bank in conducting branches in foreign countries was given; and in another address a prominent banker expressed the opinion that American banks are in a position to give American exporters every facility which the latter can fairly ask.

SUGGESTIONS TO THE GOVERNMENT

A more liberal enforcement of the anti-trust laws was the most frequent suggestion to the Government. The need for reciprocal legislation in the United States to meet restrictive laws and ordinances which are thwarting American enterprise in foreign countries was very justly emphasized. A desire for a stronger policy in protecting American property and lives abroad was, of course, repeatedly voiced, and the need for such a policy was

pointed by instances of large confiscations of American property in Russia and Hungary. Mr. Parker, President of the Mississippi Valley Association, advocated the use of American battleships to convey American commissions on tours to Latin America and the Orient. Mr. William S. Culbertson of the Tariff Commission made a splendid appeal for an effective bargaining tariff, and his recommendations may be summarized in the following two sentences of his address, "We begin with the general purpose of offering equality of treatment in the form of a minimum schedule to all who grant like treatment to the United States and its products, and of penalizing with a maximum tariff those countries which refuse us equality of treatment. In order to obtain the desired flexibility, Congress should define in general terms the kind and degree of unequal treatment which is to be penalized, but should leave to the President the application of the law to particular cases."

CONSULAR SERVICE.

The Consular Service was repeatedly praised; but the praise was almost invariably coupled with adjurations to the Government to still further improve it, and the appropriation by the British government of \$5,000,000 for its Consular Service was contrasted unfavorably with the American appropriation. Dr. Pratt, former Chief of the Bureau of Foreign and Domestic Commerce, in his address entitled "The Government and Foreign Credits," advocated more extensive use of the foreign service in supplying credit information with regard to foreign firms for the benefit of American business men. His suggestions are many of them already in operation to the extent that the personnel of the Consular Service permits.

MISCELLANEOUS

It was emphasized that the war has taught Europe American methods of large scale manufacture.

The awakening of the Mississippi Valley to the possibilities of export trade is foreshadowed by the huge Mississippi Valley Convention which terminated at Chicago just as the National Foreign Trade Convention assembled, and whose objects were the subject of repeated reference by the speakers at the latter convention.

The necessity that American export organizations be manned both in our big eastern cities and in their offices abroad by genuine American citizens was brought out.

Mr. William Pigott, the President of the Seattle Car and Foundry Company, in an address full of homely common sense, urged that reduction in the costs of production and selling is the only ultimate guaranty of American exporting success. Value and price eventually determine sales. Personal retrenchment and devotion to economy on the part of American manufacturers and selling organizations was advocated very tellingly.

BOOKS OF REFERENCE FOR CONSULS

The following is a convenient list of works of reference which should form a part of the equipment of every consular office, which is printed as of possible assistance to consular officers in checking up their equipment:

Consular Regulations of 1896.
Digest of Circular Instructions 1897-1908 (Ingram).
Digest of Circular Instructions 1908-1911 (Gauss).
Complete set (with enclosures) of General and Special Instruction Circulars.
Quarantine Regulations of 1910.
Panama Canal Quarantine Regulations of 1915 (with all amendments).
List of Ports of Entry.
Immigration Regulations (Latest Edition 1919).
Chinese Regulations (Latest Edition 1917).
Vandergrift's Digest of the Tariff Law (Large Edition).
Customs Regulations of 1915.
Navigation Laws of 1915.
Synopsis of the Laws (Last Edition 1919).
List of American Vessels (Latest Edition).
Moore's Digest of International Law.
Malloy on Treaties (two volumes).
Charles on Treaties.
Classification of Merchandise (Schedule "E" with all amendments).
Philippine Tariff.
Meat Inspection Regulations (B.A.I. Order No. 211 with all amendments).
Income Tax Regulations (Latest Edition 1919).
Dictionary of the English Language.
Atlas of the World.
Statistical Abstract of the United States (Latest Edition).
Van Dync: Extradition.
Treasury Decisions.
Food Decisions.
Food Judgments.
Plant Quarantine Notices.
Insecticide Notices.
American Journal of International Law.
Local Directory.
Dictionary of the Local Language.
Trade Statistics of the Country.
Tariffs of the Country:
Import Taxes.
Export Taxes.

Excise Taxes.
Stamp Taxes.
Wall Map of the United States.
Wall Map of the Country of Station.
Map of the Consular District.
Among other books that consular officers have found both interesting and useful are:
Roget's Thesaurus of Words & Phrases (used in coding telegrams and in drafting).
Statesman's Yearbook (Macmillan).
Hough: Practical Exporting (American Exporter 1919).
Chisholm: Handbook of Commercial Geography (Longmans).
Slater: Dictionary of the World's Commercial Products (a brief commercial encyclopaedia). (Pitman's).
Graham & Oliver: Foreign Trader's Dictionary (commercial words and phrases in English, German, French and Spanish). (Macmillan).
Who's Who in America (A. N. Marquis & Co.).
Moore: Principles of American Diplomacy (Harpers).
Spalding: Eastern Exchange Currency & Finance. (Pitman's).
Geo. B. Davis: Elements of International Law.
Hawley: International Extradition.
Coman: Industrial History of the United States.
Marvin: The American Mercantile Marine.
Hall: Immigration.
Devlin: The Treaty Power.
Hinkley: American Consular Jurisdiction in the Orient.
Pigott: Extritoriality.
Black: Law Dictionary.
Coolidge: Chinese Immigration.
Bogart: Economic History of the United States.
Stowell: Consular Cases and Opinions.
Hooper & Graham: Import & Export Trade Practice.
Duckworth: Marine Law.
Mulhall: Wealth of the Nations.
Day: History of Commerce.
Hill: Decisive Battles of the Law.
Thorp: Industrial Chemistry.
Sloane: The Arithmetic of Electricity.

STUART J. FULLER.

NEW ASSIGNMENTS

WILLIAM F. DOTY, Consul of Class VI, to Cardiff.
LORIN A. LATHROP, Consul of Class VII, to Nassau, Bahamas.
WILLIAM L. JENKINS, Consul Class VII, to Tiflis, Russia.
PAUL KNABENSHUE, Consul Class VIII, to Beirut, Syria.
HAROLD B. QUARTON, Consul Class VIII, to Malmo, Sweden.
PARKER W. BUHRMAN, Consul Class VIII, to Helsingfors.
GEORGE L. BRANDT, to be Consular Assistant, formerly Student Interpreter, now assigned to Department of State, Washington.
R. S. TOWNSEND, Vice Consul at Goteborg, to Prague.
H. H. MORGAN, Consul General of Class II, Brussels, Belgium.

FILE NO. 000.

(Contributions to this column are solicited)

It is said that not so very long ago application was made at a consulate for an official witness to a wedding. The junior Vice Consul was told off for the job. The young clergyman who was to perform the ceremony had not married many couples before and never in the presence of an official witness. He was visibly disappointed when the Vice Consul, in reply to his inquiry, stated that the consular officer performed no ceremony and did not even deliver a speech of advice to the young couple.

The clergyman went ahead with the ceremony. On its conclusion he drew himself up and, in the most impressive voice he could command, said:

"And now, in the presence of Almighty God and Vice Consul William J. Smith, I declare you man and wife."

Tourist (calling at an American Consulate). "Mr. Consul, they tell me you are from Wisconsin. Where will I find the consul from Pennsylvania. I come from Philadelphia."

"Yes," said the gentleman with the gray spats, "I am the Secretary of the American Legation."

"Ah, indeed," observed the gentleman with the brown spats, "and who is the Treasurer."

The following letter was received by a consular officer. Unfortunately there is no information available as to what action he took thereon.

DEAR SIR:

Now I am back in hotel from my visit at your office and write immediately my second English letter.

I will say you that if I have my money here I would to invite the gentlemen of the amer. consulate to the hotel and would give them an evening for pleasure. I do not like to be alone this is not a live for me. I will compaignie but this is very difficult if I know nobody. I am very sorry not better to speak English only therefore have I not a compaignie. What is the body in the world without a friend, nothing.

Why are the gentlemen from my new home, this is now the America consulate, not any more friendly to me if I am a stranger here.

The live from everybody is very short and we have nothing if we not have to amuse us.

What do you think is your meaning for it.

Do you know anybody which is so kindly his compaignie to offer me.

With kind regards

Respectfully

ANNA JAKABOWSKI.

PERSONAL.

Members of the service will be glad to learn that Roger C. Tredwell has been released by the Bolshevik authorities in Russia and has arrived in Stockholm.

Mr. Tredwell was first put under detention at Tashkent, where he was detained as American Consul, in March, 1918. He was soon released but in October, 1918, was again put under guard and from that time, until his departure from Russia in April, 1919, was constantly under detention by the Bolshevik authorities. He has been ordered to the United States and is expected to reach Washington within a short time.

The marriage of Mr. Henry B. Hitchcock to Miss Sarah Johnston took place in Yokohama on March 30th. Mr. Hitchcock is a consul of Class VIII detailed to the Consulate General at Yokohama.

The marriage of Mr. John A. Ray to Mrs. Dwight Gordon-Smith took place in Washington on May 12th. Mr. and Mrs. Ray will leave almost immediately for Laurence Marquez.

Messrs J. G. Lay, Tracy Lay, C. C. Eberhardt, Wm. Coffin, C. F. Deichman and Wesley Frost represented the Department of State at the Sixth National Foreign Trade Convention held at Chicago April 24-26, 1919. Messrs J. G. Lay, Eberhardt and Deichman were also detailed to attend the annual convention of the Chamber of Commerce of the United States at St. Louis on May 29-30.

The following officers have recently passed the examinations for Consul or Consular Assistant: Raymond C. Maekay, Keith Merrill, Grady Corbett, S. R. Thompson, H. S. Bursley, W. J. McCafferty, R. S. Townsend, Geo. Wadsworth 2nd, J. G. Finley. These officers were all examined prior to May 12th, on which date a large number of candidates for the Consular Service were examined at the Department of State.

In a despatch tendering his resignation to the Department of State, Consul General Ethelbert Watts, of Bermuda, under date of May 3, 1919, wrote as follows:

"I have the honor to hereby tender my resignation as Consul General of Class IV to take effect at the expiration of my present leave of absence, June 30, 1919, as I feel it my duty to take this action at this time on account of my advanced age and to make room for the promotion of a younger man in the Service."

The Department of State, in reply, accepted the resignation of Mr. Watts with an expression of its appreciation of his services as follows:

"I have received your despatch of May 3, 1919, tendering your resignation as Consul General of Class IV because of your advanced age and also of your commendable desire through your retirement to afford opportunity for the advancement of younger men in the Service."

"In accepting your resignation to take effect on June 30, 1919, as you request, it gives me great pleasure to express to you on behalf of the President and the members of this Department high appreciation of your long and valuable service of more than twenty-three years as a consular officer, and to convey to you cordial good wishes for your future welfare."

I am, Sir, your obedient servant,
(Signed) FRANK L. POLK,
Acting Secretary of State."

AMERICAN CONSULATE GENERAL

PANAMA, PANAMA

COMMERCIAL INFORMATION

REPUBLIC OF PANAMA Panama has an area of 32,300 square miles, slightly smaller than the State of Maine; a little larger than South Carolina. Its estimated population is 400,000. A great part of the country is mountainous, some sections rolling and fertile, and others low and swampy.

PRINCIPAL CITIES Panama City, the Capital and largest city has 60,000 population; Colon, the chief Atlantic port, about 20,000; David, 6,000 and Bocas del Toro 2,000.

CHARACTERISTICS, ETC. The great mass of the people are native Indians, with a mixture of these with whites and negroes, whose mode of living is simple, desires few and purchasing capacity low. The climate in general is tropical, and there is no demand for goods rendered necessary by cold weather.

INDUSTRIES Panama is not a manufacturing nation in any sense of the word, and there are no local industries of any size. Interior communication is poor, and agriculture, the future hope of the country, is practically undeveloped at present. For this reason, there is no demand for, and no dealers in heavy machinery or heavy structural material of any kind. The main business consists of the importation

and sale of foreign merchandise and the exportation of raw products.

MERCHANDISING METHODS Interior points are generally supplied from the cities of Panama and Colon, where the larger and more important commercial houses are located. While the larger houses buy direct, or through commission houses or their own representatives in the States, some trading is done through local commission agents, of whom there are a few here. Due to the fact that all of the better houses have had satisfactory connections of long standing with the States, some even having their own representatives there, it is extremely difficult for new concerns to secure a foothold here.

PRINCIPAL GOODS The principal imports are: Provisions, clothing, hardware, general merchandise, textiles, construction material, etc. The principal exports are: Bananas, cocoanuts, balata, hides, tagua, pearl shell, timber, ipecac.

TERMS, PRICES, ETC. Some cash buying is done, but the usual terms are 60 days, although some European houses have given from six to nine months. Prices in U. S. Currency, c. i. f. Cristobal or Panama, is shipped to Cristobal, and c. i. f. Balboa or Cristobal, if shipped to Balboa, are customary and well understood.

POSTAGE Panama belongs to the Postal Union.

Letter rates from the U. S. to Panama are the same as domestic rates, three cents an ounce. International Reply Coupons are not valid in Panama.

CURRENCY Panama is on a gold basis, the unit of value being the Balboa, equal to \$1 U. S. The Balboa, however, is a fictitious coin, the largest in circulation being the silver peso or half Balboa, equal to 50 cents U. S. During the last two years Panamanian silver coins have largely disappeared, the circulating medium now being almost entirely American silver coins and bills of all classes.

IMPORT The tariff is on an ad valorem basis.

DUTIES While a few foodstuffs pay 10 per cent, the great majority of articles pay 15 per cent. A special specific duty is levied on liquors, tobacco, matches, etc.

LANGUAGE The official language is Spanish, but all the better class houses understand English perfectly.

TRADEMARKS AND PATENTS Trademarks of two classes are issued, industrial and commercial, the fees being \$50 and \$30 respectively. Patents are granted in Panama for 5, 10, and 15 years, the fees being \$20 upon application, and \$20 a year during life of patent.

TRANSPORTATIONS, ETC. Prior to the war shipping connections between the United States and Panama were pro-

bably better than with any other Latin American country. All ships enter and clear from Balboa and Cristobal, the terminal points of the Canal, but which, for all practical purposes, form parts of the cities of Panama and Colon. At present there is direct communication between New Orleans and Cristobal-Colon by vessels of the United Fruit Co., and with New York by the United Fruit Co., Grace and Co., and the Panama Railroad S. S. Co. Grace and Co. and the Pacific Mail S. S. Co. run vessels several times a month between our West Coast ports and Balboa-Panama. Freight rates can be had upon application to the offices of these companies in the United States. Due to the modern equipment for handling cargo, it is not subjected to the rough handling here that it is in some places, but should be well packed, and waterproofed, especially when shipped during the rainy season, which lasts from May to December.

LISTS OF MERCHANTS The attached sheet contains a list of dealers in your lines in Panama City, or those whom you might be able to interest therein. While care has been used in the preparation of these lists, this office assumes no responsibility for those mentioned therein. Financial information regarding them can be obtained from the banks here as follows:

International Banking Corporation.

American Foreign Banking Corporation.

Panama Banking Company.

Above information supplied by the American Consul General at Panama.

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Copyright 1919-J. W. YOUNG

VOL. 2

MAY

NO. 3

Editor and Publisher - - - J. W. YOUNG

141-145 West 36th Street,

New York City, N. Y., U. S. A

Subscription - - - - \$1.50 a year—15c. a copy

TO CONSULAR REPRESENTATIVES:

Although this is but the second public number of the "AMERICAN CONSULAR BULLETIN", the publisher is already very much indebted to the American Consular Association for its hearty cooperation and to several Consular Officials in furnishing material of special interest and value to Americans interested in Foreign Commerce.

The purpose of our magazine is to disseminate news that will more closely coordinate the efforts of Consular Representatives and American Commerce abroad. Thereby, carrying out ideals and objects of the American Consular Association.

Information that will be of help to those Americans engaged in Foreign Commerce is of extreme value to the success of our magazine. There has been found a real desire on the part of consular Officials to furnish all material in their power to this end.

It is believed that through the medium of this Bulletin, closer and more beneficial relations will exist between Consular Officers as represented by the American Consular Association and those engaged in Foreign Commerce, than there has been in the past.

To make this journal a means of conveying news to members of the Consular Association and information beneficial to American Commerce generally, is to attain to a greater extent the object of the Consular Service.

EVERY Consular Representative is asked to make suggestions as to the make-up of this book to the American Consular Association.

TO AMERICAN COMMERCE:

The American Consular Representative stands ready to aid to the best of his ability, the furtherance of America's Commerce abroad.

In publishing the "AMERICAN CONSULAR BULLETIN" there is a belief on the part of members of the American Consular Association that such a bulletin will aid in attaining the purposes of their Association.

This magazine will not only be a means of disseminating news—each member profiting by knowledge and experiences of others and looking to the betterment of the Consular Service—but to furnish material for articles that will prove invaluable to those Americans seeking Commerce in foreign fields.

It seems there needs to be a better understanding on the part of the average American of the duties of our Consuls—How can the Consul be of assistance to him? Where can information be obtained?

Facts that are the legitimate function of Consular Officials to furnish—Facts that are of utmost usefulness to American business are obtainable.

The average American firm, however, has not known from what source or how to secure a great deal of this information. To publish such information and acquaint our commercial firms of the Consuls' duties and desires, shall be one of the principal objects of this Bulletin.

Consular Representatives can be of greater aid when knowing more fully the desires of those seeking Foreign Commerce.

American firms are requested to make known their wishes through the medium of the American Consular Bulletin.

ALL REQUESTS for information and articles to be inserted in this magazine will receive prompt attention from the American Consular Association and the publisher.

FORM OF AGENCY CONTRACT USED BY GERMAN FIRMS.

There is given below a translation of a German form of Agency Contract used by German firms in establishing agencies in foreign towns in Europe or in towns in Germany other than that in which the main office is situated.

It is understood that this form of contract was drawn up and issued by the Berlin Chamber of Commerce, and, therefore, may be considered as of official origin, as the Berlin Chamber of Commerce is a Government institution. The original form bears the seal of that chamber of commerce.

The form of contract was obtained by a consular officer, who submitted it to the BULLETIN as of interest without recommending the contract form and without responsibility for its accuracy or adaptability.

AGENT'S CONTRACT

The firm below designated as the firm
The merchant
in
and the firm
..... below designated as the agent
and the agent
execute the following contract.

SUBJECT OF THE CONTRACT

No. 1

The firm entrusts the
agent with its sole repre-
sentation for the district (1)
all of its
for articles:
the following
.....
.....
.....
under the following conditions:

AUTHORITY OF THE AGENT

No. 2

The agent is authorized to accept orders and to transmit these to the firm. (2)

DUTIES OF THE AGENT

No. 3

The agent is obliged to:

(a) look after the interests of the firm with the attention of a careful merchant, especially to forward as quickly as possible communications from the customers and to report urgent orders and complaints and deficiencies by telegraph or by telephone, in case of necessity.

(b) make inquiries for information regarding the credit of customers insofar as he himself may not be trustworthily informed thereon, and to inform the firm of the result, and also to communicate all observations which may be of importance in the granting of credit, especially to notify the firm in case he finds out that a customer has become insolvent, is stopping payments, or that notes are being protested against the customer, judgment passed on account of non-fulfillment of obligations falling due, or when compulsory liquidation of a concern on the part of a creditor becomes instituted.

No. 4

Regarding the assumption of representation or agency for similar ⁽³⁾ articles, it is agreed that:

Lacking a specific agreement, the agent is obliged to inform the firm in case he takes over the handling of such articles for other firms in addition to the representation of the firm, if such articles are capable of being considered as similar articles or commodities.

DUTIES OF THE FIRM

No. 5

The firm is obliged to support the agent in his activities. The firm should send him the necessary samples and price lists as well as terms and conditions and such which come within the scope of the agreement, as these are necessary for the development of a profitable sales activity by the agent. The firm should notify the agent when a customer in the agent's territory oversteps to any great extent an established limit of payment, or when it learns of other circumstances which would prejudice the credit of the customer.

No. 6

The firm must send to the agent collectively all correspondence and accounts with purchasers in the agent territory in order to keep the agent informed, such communications to be forwarded by the agent. Such correspondence and accounts should be stipulated.

If, in the business interests of the firm, a quicker dispatch of the correspondence be urgently needed than can be accomplished by the above mentioned method, the firm is authorized by way of exception, to send correspondence direct. However, in this case the firm should forward forthwith to the agent copies of the communications.

No. 7

If the firm gives up one of its essential articles, it must immediately inform the agent. Likewise, it must inform the agent immediately when it is for the time being not in a position, either through changes in the market, cessation of operations, strike, fire, force majeure, or overwhelming work, to accept new orders.

COMMISSION

No. 8

The agent receives commission for all business transacted within or without his district, but does not receive commission for that ⁽⁴⁾ which is i. e., business which concerns his territory, ⁽⁵⁾ and also receives commission for that brought about through other commissioned intermediaries,

Claim to commission, irrespective of the cases in No. 9, is obtained after the receipt of in proportion to the amount of payment received the payment of the order and ⁽⁴⁾ after receipt of payment of the entire amount

For the calculation of the commission it is agreed that ⁽⁴⁾

In case of commission on business that has been initiated (orders received after the termination of the contract ⁽⁵⁾) it is agreed that.

No. 9

If the firm through its own fault fails to execute an order which has been written by the agent, without important reasons attributable to the person giving the order, or if, through the firm's fault, collections are not made, the agent is entitled to his full commission. In like manner is full commission to be paid on orders which have been accepted by the agent and which have not been executed because the firm did not give notification in due time as provided in section 7 of this contract.

Section 10

The settlement of commissions is made within a month after the end of each calendar {half
(quarter)} year on the basis of an extract of the books covering all of the business transacted to the end of the calendar {half
(quarter)} year, which the firm must deliver to the agent.

The amount due in accordance with this settlement is to be paid at once. If, in pursuance to this settlement, commissions have been paid for business transactions for which no commissions are due according to the provisions of section 8, subsection 2, the commission paid in excess is to be refunded at the next settlement.

(In case of semiannual settlements): At the end of each calendar quarter the agent shall receive upon request a payment on account to the amount of per cent of the commissions then earned.

REIMBURSEMENT OF EXPENSES

No. 11

The agent's expenses for postal and telegraphic communications with or for account of the firm are to be reimbursed by the latter. In like manner the agent is to be reimbursed for expenses in connection with procuring information in accordance with section 3 (b). The settlement of expenses takes place {quarterly
(semiannually)} together with the settlement for commissions.

With reference to other expenses it is agreed that.....

DURATION OF CONTRACT

No. 12

This contract is entered upon for the period from..... 19.....
to..... 19..... If notice of termination has not been given by the first day
of the calendar {quarter
half} year following the end of the contract period, the contract is extended for the period of..... (6)

OTHER AGREEMENTS

No. 13

EXPENSES FOR REVENUE STAMPS

No. 14

The expenses of revenue stamps for this contract are borne equally by each of the parties.

SUPPLEMENTARY PROVISIONS OF LAW

No. 15

In the absence of other agreements the provisions of law apply to the contract relation.

COURT OF ARBITERS

No. 16

Disputes arising out of this contract are, at the instance of one of the parties, to be adjudicated finally by a court of arbiters composed of a referee and two arbiters. The referee is to

be named.....by the official commercial representative of the district in which

(7)
the agent.....has his industrial domicile. If the agent has no industrial domicile in the German Empire, the referee is to be named by.....the official commercial representative of the district in which the firm is domiciled. The arbiters are named by the respective parties (8)

and each party must name an arbiter at the latest within one week after having been requested to do so by the referee. This also applies if one of the arbiters who has been named by a party to the contract, ceases to act or declines either to accept the appointment or to execute the functions of arbiter.

If doubts arise in cases of disputes concerning the settlement of commissions, the systematically kept books of the firm are accepted as conclusive. If requested by the court of arbiters, the books must be placed at the disposition of this court or of a public sworn auditor.

If one of the parties fails, within two weeks after the receipt of a threat to sue in the regular courts, to demand in writing of the other party a settlement by the court of arbiters, the latter is free to press its claims in the regular courts.

JURISDICTION OF THE COURTS

No. 17

For all disputes arising out of this contract, except where a court of arbiters is entrusted with the adjudication in accordance with section 16, it is agreed that the courts have exclusive jurisdiction—which are competent in the district of the agent's industrial domicile, and if the agent has no industrial domicile in the German Empire, the courts—which have exclusive jurisdiction for the industrial domicile of the firm.

The District Court has jurisdiction for court decisions in accordance with section 1045 of the Civil Code.

This contract in two identical copies is signed in person by the contractual parties as follows:

Address:..... Address:.....

Date:..... Date:.....

Signature:.....

Signature:.....

NOTES:

For the appointment of agents for a territory who are to be entrusted with the arranging or the conclusion of sales. That which does not apply is to be stricken out; that which may be found lacking may be added.

(1) The territory is to be defined as accurately as possible. By "Wirtschafts-Gebiet-Gross-Berlin" (Greater Berlin) is understood, lacking other definition of the territory, to be the limits within which goods of the branch office in question ordinarily would be delivered by Berlin business houses by messenger or by vehicle.

(2) Compare No. 86 of the Commercial Code. "For acceptance of payments for the manager as well as the supplementary allowing of terms of payment, an agent is only authorized when that authority is specially granted to him. The announcement of the lack of a commodity, the announcement that a commodity will be placed on order, as well as other kinds of announcements may be given by the agent."

(3) There should be agreed upon or settled, what articles or commodities constitute "like" or "similar" articles or commodities.

(4) In the absence of special agreement, commission is to be calculated upon the net receipts. In the case of agreements, any costs of packing, invoices or freight are to be included.

(5) That is, upon samples which have been furnished, export business, etc.

(6) Furthermore, section 92 subsection 2 of the Commercial Code provides that "the contract relation may be terminated by either party without observing the period of notification, if an important reason exists." (This provision cannot be altered by contract.)

(7) If the domicile of the agent, as compared with that of the firm represented, is not located at an important commercial center, it may be desirable under certain circumstances to agree upon the jurisdiction of the official commercial representative or to agree upon the courts which have jurisdiction for the represented firm. In that case, the words between the dashes are to be stricken out.

(8) In order to avoid delays and traveling expenses it will generally be advisable to name arbiters who are residents of the district of the appropriate official commercial representative.

COMMERCE REPORTS

OF THE BUREAU OF FOREIGN AND DOMESTIC COMMERCE

WAR TRADE BOARD RULINGS

ITALIAN IMPORT RESTRICTIONS ON COTTON

The War Trade Board announces (W. T. B. R. 724), for the information of exporters in the United States, that it has been informed by the High Commissioner for Italy of the following regulations governing the importation of cotton into Italy.

The importation of cotton into Italy is still subject to import licenses, which are granted to Italian spinners upon their application to the Ministero Commercio Ufficio Cotoni, Rome, and in proportion with their stated requirements.

Italian spinners before applying for import license have to obtain permission to purchase, so that all cotton shipped to Italy must appear to have been sold before it is loaded.

Cotton may be sold c. i. f. Italy to Italian spinners, also through agents. It is, however, important that no shipment of unsold cotton be made, and American shippers before sending cotton to Italy should be convinced that said cotton was actually sold to the Italian consignee, and that it not going instead to be sold upon its arrival in Italy, in order to avoid delay and inconveniences which will derive from the application of the existing regulations in Italy.

REVISION OF SPECIAL EXPORT LICENSE RAC-53

The War Trade Board announces (W. T. B. R. 722) that Special Export License RAC-53, issued on February 1, 1919, to the Post Office Department (W. T. B. R. 553), has been revised and reissued, the revision being effective April 29, 1919.

On and after April 29, 1919, Special Export License RAC-53 will permit the exportation by mail, without individual export license, to all countries of written matter and printed matter.

The attention of the shipping public is called to the fact that Special Export License RAC-53 is merely an export license and not a license to trade with the enemy. Therefore, it does not apply to the shipments destined to Germany or Hungary, except that portion of the Rhine Provinces of Germany which is included in the area of military occupation by the American and Allied Armies,

with which trade has heretofore been resumed, as announced in W. T. B. R. 630, issued March 6, 1919.

The Special License RAC-53 has been issued to the Post Office Department and authorizes any local postmaster to accept shipments of the character outlined above without the presentation of an individual license of any kind.

When making shipments under RAC-53 it is not necessary to note that license number upon the wrapper of the package; but all persons are cautioned against attempting to export any articles under the authority of that license other than those enumerated above.

REVISED SPECIAL EXPORT LICENSE FOR SAMPLES, No RAC-55

The War Trade Board announces (W. T. B. R. 721) that W. T. B. R. 534, issued January 25, 1919, and the Special Export License No. RAC-55, described therein, have been withdrawn and that a revised special license under the same number (RAC-55), effective April 29, 1919, has been issued.

The revised Special Export License No. RAC-55 has been granted to the Post Office Department and to the customs service authorizing the exportation without individual export license of samples of any commodity, advertising matter, including both printed matter and articles of small value, and electrotypes, when such articles are intended for use in soliciting orders and are not in themselves intended for sale as articles of commerce, regardless of whether the same are shipped by mail (subject, however, to the postal regulations), by freight or express, in passengers' baggage, or otherwise, when destined to any country.

Shippers should note that it is unnecessary to apply to the War Trade Board for permission to ship under Special Export License No. RAC-55, and no special document issued by the War Trade Board is necessary in connection with such shipments. It is only necessary to note on the package, if the shipment is made through the mails, or on the export declaration, if the shipment is made by express or freight, the following: (1) "Shipped under Special Export License No. RAC-55"; (2) the

name and address of shipper; (3) the name and address of consignee; (4) a statement of contents.

The attention of the shipping public is called to the fact that Special Export License RAC-55 is merely an export license and not a license to trade with the enemy. Therefore, it does not apply to shipments destined to Germany or Hungary, except that portion of the Rhine Provinces of Germany which is included in the area of military occupation by the American and Allied Armies, with which trade has heretofore been resumed, as announced in W. T. B. R. 630, issued March 6, 1919.

Special License No. RAC-55 does not relieve the shipper of the responsibility of complying with the import restrictions of the country of destination, and it is suggested that exporters avail themselves of the facilities of the Bureau of Foreign and Domestic Commerce of the Department of Commerce, Washington, D. C., in obtaining information respecting the customs regulations of foreign countries.

SPECIAL EXPORT LICENSE FOR SHIPMENT OF CERTAIN
COMMODITIES TO UNITED KINGDOM, FRANCE,
ITALY, BELGIUM, JAPAN, OR GREECE, THEIR
COLONIES, POSSESSIONS, AND
PROTECTORATES

The War Trade Board announces (W. T. B. R. 720) that Special Export License RAC-63 (W. T. B. R. 608, Feb. 26, 1919) has been amended and reissued to the customs service, effective April 29, 1919, authorizing the exportation by freight or express without individual export license of—

(a) All shipments of commodities not on the export conservation list; (b) shipments of commodities on the export conservation list where the value of no one com-

modity exceeds \$200, when destined to the United Kingdom, France, Italy, Belgium, Japan, or Greece, their colonies, possessions, or protectorates; (c) shipments to Canada and Newfoundland of certain commodities on the export conservation list as noted in the list, in addition to shipments as outlined in (a) and (b) above.

Shippers should note that it is unnecessary to apply to the War Trade Board for permission to ship under Special Export License RAC-63, and no special document issued by the War Trade Board is necessary in connection with such shipments. Shipments may be made under Special Export License RAC-63 by presentation of shipper's export declaration (Customs Cat. 7525) in quadruplicate to the collector of customs at port of exit from the United States.

To export any commodity on the export conservation list of a value exceeding \$200 (except those on the list for which individual license is not required for Canada or Newfoundland), application for export license must be made on Form X-A and such supplemental information sheets used therewith as the regulations of the War Trade Board may require in connection with shipments of certain commodities.

The attention of shippers is called to the fact that shipments of the character outlined above being dispatched by mail must be exported under Special Export License RAC-52 (W. T. B. R. 715).

Exporters should be careful to make the necessary freight arrangements before moving exports to seaboard and to acquaint themselves with the import requirements of the country of destination, and it is suggested that exporters avail themselves of the facilities of the Bureau of Foreign and Domestic Commerce of the Department of Commerce, Washington, D. C., in obtaining information respecting the import regulations of foreign countries.

NOTICE OF RESUMPTION OF TRADE WITH
GERMAN AUSTRIA AMENDED

The War Trade Board announces (W. T. B. R. 712) that War Trade Board Ruling 679, issued April 2, 1919, has been amended by the addition thereto of the following clause and proviso:

The foregoing action does not authorize trade with respect to any property which, prior to April 2, 1919, pursuant to the provisions of the Trading with the Enemy Act as amended, has been reported to the Alien Property Custodian or should have been so reported to him, or any property which, prior to April 2, 1919, pursuant to the provisions of said act, the Alien Property Custodian has seized or has required to be conveyed, transferred, assigned, delivered, or paid over to him.

CHOICE OF NAMES FOR FIRMS DOING
BUSINESS IN CHINA

At the suggestion of the American Chamber of Commerce of China, American firms organized to do business in China should be very careful in choosing firm names to avoid such names as China-American Co., Chinese-American Company, or, in fact, any combination of China and America or any of its forms, for these names have already been overworked and much confusion results therefrom. It would be best to avoid the use of Chinese, American, Asiatic, Oriental in any ordinary combinations.

UNITED STATES SHIPPING BOARD EMERGENCY FLEET CORPORATION

IMMEDIATE USE TO BE MADE OF ENEMY TON- NAGE

Associated Governments agree that temporary allocation shall not influence final disposition of surrendered ships.

The British, French, Italian and American delegates at the second meeting of the Allied Maritime Transport Council in executive session, agreed upon a formal announcement to be made public by their respective governments affecting the immediate disposition of surrendered enemy ships. The decision to make a formal announcement was influenced by the fact that speculative reports which have gone abroad have resulted in a misunderstanding of the policy of the Associated Governments with respect to the temporary disposition of the acquired enemy tonnage.

Vice Chairman Raymond B. Stevens, of the United States Shipping Board, today received by cable a copy of the announcement from the American delegates. It is as follows:

"Notice is hereby given that arrangements have been made between the Associated Governments for the use and management of enemy tonnage (acquired and to be acquired since the conclusion of hostilities). As to management the position is that the allocation of vessels for management as between the Associated Governments has been determined according to the ability of the respective governments to bring the vessels into speedy use, and the ease of passenger tonnage, according to relative needs.

"The vessels will fly the flag of the Allied Maritime Transport Council, as well as the national flag of the country undertaking the management.

"These arrangements in no way prejudice the ultimate disposition of the vessels by the terms of peace and it has been agreed that in the discussion of the ultimate disposition no argument shall be founded in their allocation for management or service in the meantime.

"It has been further agreed that the Associated Governments will hold as null and void from the standpoint of the final disposition of the ships any action such as the transfer of share in enemy shipping which is calculated to render it more difficult to apply the principle that the interim allocation of enemy tonnage for management and use shall in no way prejudice its ultimate disposition."

Rates of Freight from

UNITED STATES NORTH ATLANTIC PORTS To

Rotterdam, Antwerp, Havre, Bordeaux.....	\$1.25 per 100 lbs. or .65 per cubic foot ship's option
Marseilles, Cette, Genoa, Naples, Bilbao.....	1.60 per 100 lbs. or .85 per cubic foot ship's option
Barcelona, Valencia.....	1.85 per 100 lbs. or .95 per cubic foot ship's option
Copenhagen.....	1.50 per 100 lbs. or .80 per cubic foot ship's option

EXCEPTIONS:

COTTON (See Tariff No. 10-A).

REFRIGERATED MEATS to Antwerp (Shippers to load at their expense).....\$4.50 per 100 lbs.

As to rates based upon weight or measurement at ship's option, these will be applied in principle according to the commodity list contained in Tariff No. 8. All quotations are made subject to tonnage being available.

HOMeward RATES FROM ABOVE PORTS To NORTH ATLANTIC PORTS

Commodity rates for homeward cargo will be established and quoted upon application.

Above rates apply on pieces and, or packages weighing up to 4480 pounds weight each. For pieces and, or packages in excess of 4480 pounds each, customary heavy lift scale to be added.

Rates published herein subject to change without notice.

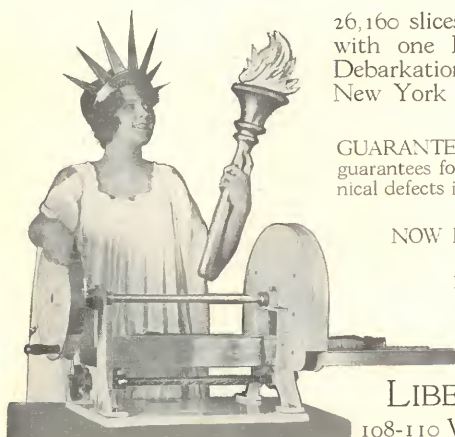
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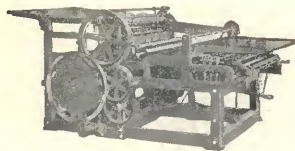
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